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ment of renewal, written notice may be important to satisfy the Statute of Frauds. *Cf. Beller v. Robinson* (1883) 50 Mich. 264, 15 N. W. 448; see Smith, *Law of Frauds*, § 355 (o). In the latter case, a new lease need not be executed because the old lease is construed as a present demise for the full term to which it may be extended, and therefore no question of the Statute of Frauds arises. *Luthey v. Joyce* (1916) 132 Minn. 451, 157 N. W. 708; *cf. Ward v. Hasbrouck* (1902) 169 N. Y. 407, 419, 62 N. E. 434. While this distinction has been recognized generally, *Tiffany, Landlord and Tenant*, § 218; *Grant v. Collins* (1914) 157 Ky. 36, 162 S. W. 539, New York has recently repudiated it. *Orr v. Doubleday, Page & Co.* (1916) 172 App. Div. 96, 100, *aff'd* (1918) 223 N. Y. 334, 340, 80 N. E. 195. What agreement is made is a question of construction of the particular lease, *Holley v. Young* (1876) 66 Me. 520, but as a new lease involves trouble and expense, the rule is that in the absence of any contrary provision, an extension is generally held to be intended. *Underhill, Landlord and Tenant*, § 803; *Woodcock v. Roberts* (N. Y. 1873) 66 Barb. 498. Since the court in the instant case construed the instrument as an extension lease, it would seem that there was no necessity even for oral notice, as the lessee held over one month before notice to quit was received. If a lessee has the privilege to extend and notice is not specifically required, mere continuance in possession is regarded as showing an election, *Delashman v. Berry* (1870) 20 Mich. 292; *cf. Quinn v. Valiquette* (1908) 80 Vt. 434, 68 Atl. 515, binding on the lessee as well as on the lessor. *Hayes v. Goldman* (1903) 71 Ark. 251, 254, 72 S. W. 563. This rule, however, is one only of presumption. *Atlantic National Bank v. Demmon* (1885) 139 Mass. 420, 1 N. E. 833; *Lyons v. Osborn* (1891) 45 Kan. 650, 26 Pac. 31. If there is an express stipulation for notice, such notice is necessary. *Bluthenthal v. Atkinson* (1910) 93 Ark. 252, 258, 124 S. W. 510. But the court is correct in stating that in the absence of any agreement to the contrary, oral notice is sufficient. *Broadway & Seventh Ave. R. R. v. Metzger* (1891) 15 N. Y. Supp. 662. Even the requirement of written notice may be waived orally, *McClelland v. Rush* (1892) 150 Pa. 57, 24 Atl. 354; *contra, Beller v. Robinson, supra*, or by acquiescing in the holding over. *Probst v. Rochester Steam Laundry Co.* (1902) 171 N. Y. 584, 64 N. E. 504.

**LARCENY—INTOXICATING LIQUOR UNDER PROHIBITION LAW.**—The defendant was indicted for stealing whiskey from one who was holding it illegally under a state prohibition law. A conviction for larceny was sustained. *State v. Donovan* (Wash. 1919) 183 Pac. 127.

According to the traditional definition, larceny must involve an invasion of the right of possession. It is often said that possession is always deemed rightful against anyone who cannot show a better right, *Hubbard v. Little* (1852) 63 Mass. 475; *Ward v. People* (N. Y. 1842) 3 Hill 395, and on this reasoning a conviction similar to the one in the principal case has been sustained. *Commonwealth v. Coffee* (1857) 75 Mass. 139. But this statement is too broad. It is correct when the illegality of possession results from the mode of acquisition, but when possession is illegal because of the "inherent vice" of the thing itself, the law recognizes no rights at all. *Spalding v. Preston* (1848) 21 Vt. 9. Similarly, if a thing be incapable of ownership, as a corpse, the law recognizes no rights in it. 2 East. P. C. 606. And since, when the possession of whiskey is illegal, it is because of the article's "inherent vice," by strict logic its theft can invade no right

of the holder and would not be within the traditional definition. But the possession of intoxicating liquor is not always illegal; everywhere it may be lawfully held for medicinal and sacramental purposes. See Wash., Laws 1917, c. 19 §§ 11, 12. Therefore, in a criminal case, the court might presume the possession to have been legal and refuse to admit evidence to the contrary, thus bringing the case within the accepted rules by a fiction. *State v. May* (1866) 20 Iowa 305. Such a fiction is merely a legalistic translation of the common-sense view that when the law must make a choice between protecting theft and illegal possession, it is wiser to protect the latter. *Commonwealth v. Rourke* (1852) 64 Mass. 397. Its use also renders nugatory a discussion of the possible contention that the illegality renders the liquor valueless and therefore not a possible subject of larceny. *People v. Cardis* (1915) 29 Cal. App. 166, 154 Pac. 1061; *Culp v. State* (Ala. 1834) 1 Port. 33. Without doubt the same result as the one in the principal case would be reached in any jurisdiction.

**MUNICIPAL CORPORATIONS—INVALID BONDS—RECOVERY BY BONA FIDE PURCHASER IN QUASI CONTRACT.**—The plaintiff was a *bona fide* purchaser from the transferee of the original holder of a municipal bond, issued in pursuance of a statute and ordinance, which were subsequently declared unconstitutional. In an action for money had and received, *held*, though the original holder could recover from the city, the plaintiff could not. *City of Henderson v. City Nat'l Bank of Evansville* (Ky. 1919) 215 S. W. 527.

Where invalid bonds are issued by a municipality, recovery by the purchaser in general assumpsit of his ill invested funds depends not upon a contract express or implied but upon the broad equitable principles of restitution; see NOTES, *supra*, p. 336; *cf.* Ames, Cases on Trusts 11, footnote; and the legal relations of the parties are determined not by their intention but by the rights and duties imposed by operation of law in furtherance of these principles. The original holder, at whose expense the city was unjustly enriched, has quasi-contractual rights against the city, distinct from any on the bond, but nevertheless intimately associated with them. Whether the sub-vendee may recover against his vendor, the latter reimbursing himself from the city, *City of Henderson v. Redman* (Ky. 1919) 214 S. W. 809, or recover directly from the city as virtual assignee of the obligee's quasi-contractual claim against the city, might be of practical importance where the sub-vendee had purchased the invalid bond at a considerable depreciation, or where the vendor was financially irresponsible or insolvent. The transferee of a valid negotiable instrument may sue in general assumpsit instead of express assumpsit on the theory that there was a virtual assignment of all the payee's rights. *Penn. v. Flack & Cooley* (Md. 1831) 3 Gill & J. 369. In the case of realty it has been held that where one purported to convey a legal title, when in fact he had no legal title, the grantee acquired whatever equities his grantor possessed; *Cole v. Fickett* (1901) 95 Me. 265, 49 Atl. 1066; but in such a case the grantor quit-claimed all his interest in the real property, and the grant is easily construed to include his equitable interests. Where a mortgage is transferred without the debt, the transferee secures an equitable assignment of the debt. *Young v. Guy* (1882) 87 N. Y. 457. Another strong analogy to the instant case appears in a case where it was held that an assignee of a contract for necessities made by a married woman under coverture could recover for their reasonable value. *Haas v.*